

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 4
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 10 May 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DSCP-HFOP 700 Robbins Ave. Phila., PA 19111-5092 M. DiMeo (215)737-3726	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE PUBLIC WAREHOUSING COMPANY (PWC) P.O. BOX 25418 SULAIBYA MAIN BUILDING BESIDE LAND CUSTOMS CLEARING AREA 13115 STATE OF KUWAIT			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-03-D-3061
				10B. DATED (SEE ITEM 13) 28 May 2003
CODE OSG137	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

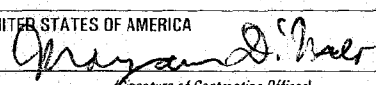
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (b) and 52.212-9000 Changes - Military Readiness (MAR 2001) DLAD and PWC e-mail dated 30 Apr 2004.

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENOMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requirements For: Full Line Food Distributor for U.S. Air Force and Army Troop Support in Kuwait, Iraq and Qatar.
Details of Modification are provided on subsequent pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARYANN DIMEO	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10 May 04

1. This modification to the Public Warehousing Company (PWC) contract number SP0300-03-D-3061 is an addendum to contract modification P0001, dated 27 June 2003 and signed by both parties on 28 June 2003 and 30 June 2003 respectively. The statement of work identified in modification P0001 is hereby amended to include a requirement for PWC to deploy Transportation Liaison Officers (TLO's) into the Iraq Deployment Zone as described herein.

2. PWC shall deploy a maximum team of 25 Transportation Liaison Officers (TLO's) into the Iraq Theater. The team of 25 TLO's is based on the current Iraqi Zone key transit point "Hub" network requirement. The Contracting Officer reserves the right to amend the maximum team level if conditions regarding the Hub network structure were to change. As a minimum, 16 TLO's (two per site) are required to perform at the following Hub Sites on a 24 hour, 7 days per week schedule. TLO's shall be rotated as necessary to maintain the required level of support.

Hub Sites
Anaconda
BIAP
Camp Cedar
Navistar
Ridgeway/TQ
Scania
Speicher
Taji

3. TLO objectives include but are not limited to the following:

- a. To promote smooth throughput of PWC vehicles to the delivery drop points or Military Dining Facilities.
- b. To improve (minimize) round-trip transit times of PWC Trucks.
- c. To provide 24x7 on-site point of contact for Subsistence Prime Vendor (SPV) transport operations.
- d. To improve fleet & asset shipment visibility & trace ability.
- e. To expedite response to breakdowns and incidents & facilitate rapid recovery of assets and personnel.
- f. To enhance customer service within the Iraq SPV Program.

4. TLO responsibilities include but are not limited to the following:

- a. To work with the U.S. Military and other authorized contractors to ensure, to the best of their ability, the smooth and expedient throughput of PWC trucks.
- b. To maintain regular communications with all concerned parties to ensure information flows to the right people in a timely manner. (This includes the MCT, HRT, U.S. Military, PWC Dispatch Control Team, and the end customer – the Dining Facility (DFAC) Managers.

- c. To act as PWC representative on site and to establish and maintain an effective service provider-customer relationship.
- d. To strictly adhere to, and promote driver adherence to, the safety and security policies and procedures of the base and the surrounding area.
- e. To collate and communicate information about local transport operating conditions that will complement the work of MCT & assist in movement planning for PWC deliveries, especially with regard to hub to DFAC drops.
- f. To be the PWC site "in-charge" for PWC driver's, to oversee driver welfare and respond to the needs of PWC driver's operating in their zone of responsibility.
- g. To perform quality control checks on vehicles and trailers and respond appropriately if product integrity is threatened or vehicle safety is in question.
- h. To coordinate PWC vehicle and driver recovery operations in close consultation with the military and/or contractor support teams assigned responsibility for recovery.
- i. To comply with PWC company policy and procedures.
- j. To carry out tasks and duties as assigned by the Manager, Transport Liaison Team and when in theatre, the PV Operations Manager (Iraq).

5. For each Hub site specified herein, PWC shall provide adequate resources and equipment for TLO support. Cost categories are identified as follows:

Cost Categories	Includes
Life Support	Life support shack, generator, water storage, furniture, consumables, and maintenance
IT, Communications & Office	PC & peripheral accessories, communication equipment, consumables, and satellite air time
Vehicles	Vehicles, GPS tracking, maintenance
Human Resources	Salaries, Insurances, Training, and Uniforms

6. The following clause is hereby added to the subject contract:

252.217-7027 Contract Definitization (OCT 1998)

(a) A Firm Fixed Price Contract Modification is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Fixed Price proposal and cost or pricing data supporting its proposal. (b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization – 90 days

Beginning of Negotiations – Immediately following approved modification

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling in no event to exceed \$22,827,420.00.

(End of clause)